

SHAREHOLDER LOAN AGREEMENT

THIS AGREEMENT is made the 9th day of June, 2025

Between

Tan Lek Ann [Passport No.: A61409711] of No3, Jalan Adda 5/22 Taman Adda Heights, 81100 Johor Bahru Johor, Malaysia.(hereinafter referred to as the “**Lender**”) of the one part; and

VTRON VENTURE CORP B.V [Company Registration No.:169479 (0)] of Zuikertuintjeweg Z/N Curacao (hereinafter referred to as the “**Borrower**”) of the other part;

WHEREAS the Lender at the request of the Borrower agrees to grant to the Borrower a friendly loan amounting to **ONE HUNDRED THOUSAND (EUR 100,000-00)** only (hereinafter referred to as the “**Loan**”) and the Borrower agrees to accept the Loan upon the terms and subject to the conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. LOAN

In consideration of the Borrower’s undertaking to perform the term of the Agreement, the Lender hereby grants to the Borrower the Loan amounting to the sum of **ONE HUNDRED THOUSAND (EUR 100,000-00)** only and the Borrower agrees to accept the Loan subject to and upon the terms and conditions herein appearing.

2. INTEREST

The Loan shall bear interest at the rate of five percent (5%) per annum, based on simple interest, calculated on the principal amount for a total term of two (2) years. The total interest payable shall be **EUR 10,000.00**.

The Borrower shall repay the Lender the following on or before 07 July 2027:

- Principal: **EUR 100,000.00**
- Interest: **EUR 10,000.00**
- Total repayment: **EUR 110,000.00**

The interest shall be paid as a one-time lump sum together with the principal repayment.

3. DISBURSEMENT

The Loan shall be disbursed on or before **07 July 2025** by the Lender to the Borrower *CMZ*

**True copy of Original
as seen and verified by me:**

4. REPAYMENT

The Borrower shall repay to the Lender the Loan on or before **07 July 2027**

27/6/2025

5. EVENTS OF DEFAULT

Dr. Claire M. Calleja Zammit
CAMS, Adv. Trib. Ecc. Melit., Pg. Dip. EC, LLD
Advocate
Address: 112, IGA HUB, Psaila Street, Birkirkara.
Email: clairemarie@igagroup.com
+ 35699167431

Without prejudice to the Lender's right to demand for payment herein contained, the whole of the Loan and all other sums or moneys for the time being owing under this Agreement shall become due and immediately repayable by the Borrower to the Lender and the Lender shall forthwith become entitled to recover the same and all other sums or moneys and to exercise the rights and powers upon default of this Agreement or upon the happening of any of the following events: -

- (a) if the Borrower fails to observe or perform any of the agreements covenants stipulations terms and conditions on the part of the Borrowers to be observed or performed under this Agreement, or any other documents evidencing the Loan; or
- (b) if the Borrower is presented with a winding-up petition or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to that party under any law regulation or procedure relating to reconstruction or adjustment of debts; or
- (c) where legal action or proceedings are threatened or have been instituted against the Borrower and in the opinion of the Lender the repayment of the Loan is or may be jeopardised.

6. RIGHTS UPON DEFAULTS

In addition to the remedies as hereinbefore set out, if any, the Lender shall be at liberty and without prejudice to the said remedies, proceed or commence against the Borrower any claims actions suits civil proceedings of any nature and by law prescribed at any time at the absolute discretion of the Lender.

7. AMENDMENTS AND SEVERALITY

- (a) No provisions of this Agreement may be voided, amended, waived, discharged, absolved or terminated orally nor may any default, breach or omission of any provisions of this Agreement be waived or condoned orally.
- (b) If at any time during the currency of this Agreement any provision condition term stipulation covenant or undertaking of this instrument is or becomes illegal, void, invalid, prohibited or unenforceable in any respect the same shall be ineffective to the extent of such illegality, voidness, invalidity, prohibition or enforceability without invalidating in any manner whatsoever the remaining provisions hereof or thereof.

8. TIME

Time wherever mentioned in this Agreement shall be of the essence of this Contract.

9. APPLICABLE LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia and the parties hereto hereby agree to submit to the exclusive jurisdiction of

the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of this Agreement.

10. COSTS

The Borrower shall be liable for the solicitors' costs in the preparation of this Agreement, the stamp duty payable thereon and all other necessary expenses.

11. NOTICE

Any notice under this Agreement shall be in writing in the English Language and shall be deemed to be sufficiently served if the same is sent or addressed to any party by registered post to the address hereinbefore mentioned or to the last known address and shall be deemed to have been received within seven (7) days following the date it was posted. If the notice is transmitted by way of facsimile transmission, it shall be deemed to have been received on the day immediately following the date of transmission subject to the receipt of a confirmed transmission report by the sender.

12. SUCCESOR BOND

This Agreement shall be binding upon successors-in-title of the Borrower and on the assigns and successors-in-title of the Lender and persons deriving there under.

*****END*****

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above-written.

Signed by and on behalf of Lender
in the presence of: -

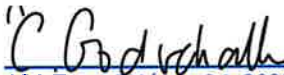
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Name: Tan Lek Ann
(NRIC No.:A61409711)

Signed by and on behalf of Borrower
in the presence of: IGA Trust B.V

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IGA Trust BV (Jun 24, 2025 13:21 GMT+2)
Name: Claire Godschalk Olmtak..
(Passport No.: NT33DJJ16 ..)

Unsigned_Shareholder_Loan_Agreement_Vtron (1)

Final Audit Report

2025-06-24

Created:	2025-06-23
By:	Mélanie Zidda Zidda (melanie.zidda@igatrust.com)
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